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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

11 GUY MONTAG DOE, NATIONAL RIFLE ASSOCIATION OF AMERICA, INC., CITIZENS COMMITTEE FOR THE RIGHT TO KEEP AND BEAR ARMS, } CASE NO. CV-08-03112 TEH
12 } STIPULATION RE SETTLEMENT AND DISMISSAL WITHOUT PREJUDICE
13 }
14 Plaintiffs }
15 vs. }
16 JOHN STEWART COMPANY AND DOES 1-10, }
17 }
18 Defendants. }

1 **WHEREAS:**

2 1. Valencia Gardens is a multi-unit public housing complex located at 390
3 Valencia Street, San Francisco, CA 94103. Defendant John Stewart Company is
4 the property management company for Valencia Gardens. In 2008, John Stewart
5 Company formally amended its House Rules for Valencia Gardens to prohibit the
6 possession of firearms in the home by residents of Valencia Gardens. A true and
7 correct copy of the Valencia Gardens House Rules is attached hereto as Exhibit
8 "A."

9 **NOW THEREFORE, THE PARTIES STIPULATE AS FOLLOWS:**

- 10 1. Plaintiffs shall dismiss the above-captioned lawsuit without prejudice.
11 2. The parties agree to a mutual waiver of all fees and costs incurred in
12 this litigation.
13 3. The parties further agree that this Court shall retain jurisdiction over
14 the parties to enforce the settlement until the parties have performed the terms of
15 this agreement in full.

16 **Obligations of Defendant John Stewart Company**

17 1. Defendant John Stewart Company shall not at any time enforce the
18 provisions of Section 1.9 of the Valencia Gardens House Rules relating to the
19 lawful possession of firearms, ammunition, lawful weapons, and other lawful items
20 and devices that resemble weapons. However, Defendant John Stewart Company
21 may enforce this provision as to the unlawful ownership, unlawful
22 possession, unlawful transportation or unlawful use of firearms and/or ammunition
23 until such time that the House Rules are amended consistent with the terms of this
24 stipulation.

25 2. Except in those instances involving the unlawful ownership, unlawful
26 possession, unlawful transfer, or unlawful use of firearms and/or ammunition,
27 Defendant John Stewart Company shall not at any time mandate, require,
28 encourage, or otherwise allow enforcement of the provisions of Section 1.9 of the

1 Valencia Gardens House Rules relating to the lawful possession of firearms,
2 ammunition, lawful weapons, and other lawful items and devices that resemble
3 weapons, by any of John Stewart Company's employees or agents, or by any
4 property manager or other administrator of any public housing development
5 managed by Defendant John Stewart Company.

6 3. Defendant John Stewart Company hereby agrees to, and shall
7 formally, amend Section 1.9 of the Valencia Gardens House Rules by no later than
8 November 1, 2009 to provide as follows:

9 1.9 FIREARMS AND WEAPONS

10 (A) Unlawful ownership, unlawful possession, unlawful transportation or
11 unlawful use of any firearm or any weapon, or explosive device, in or around
12 the premises or the buildings, facilities or common areas of Valencia
13 Gardens by the Resident, members of the Resident's household, guests or
14 other persons under the Resident's control or invitation ("covered person") is
15 strictly prohibited. The term "firearm" is defined broadly and shall include
16 but not be limited to all pistols, revolvers, other handguns, rifles, shotguns,
17 automatic and semiautomatic guns, and any other instrument that expels a
18 metallic, partly metallic, or other hard projectile, including but limited to BB
19 guns, air guns and spring action guns.

20 (B) Unlawful use by a covered person of an imitation weapon or firearm, or
21 an item as a representation of a weapon or firearm, as a threat to the health,
22 safety, or peaceful enjoyment of any resident, employee, police or security
23 officer or other person, in or around the premises or the buildings, facilities
24 or common areas of Valencia Gardens is strictly prohibited.

25 (C) Violation of any part of this section (1.9) by the Resident or other
26 covered person shall be grounds for immediate lease termination and
27 eviction.

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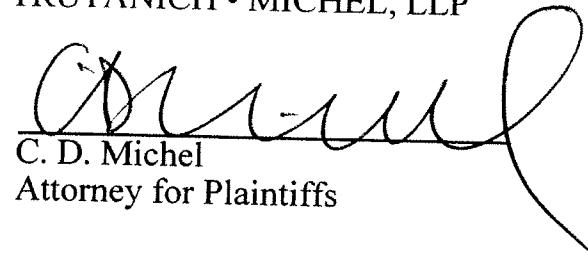
1 4. Defendant John Stewart Company hereby agrees to and shall provide
2 written notice to all Valencia Gardens residents informing them of the amendments
3 to Section 1.9 of the Valencia Gardens House Rules that are referred to in the
4 preceding paragraph of this agreement by no later than November 1, 2009.
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6 **IT IS SO STIPULATED AND AGREED.**

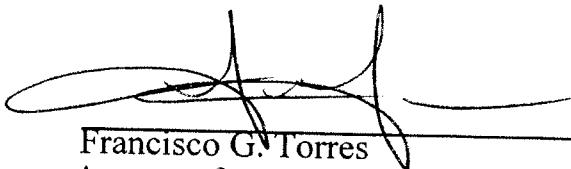
7 Dated: January 27, 2009

TRUTANICH • MICHEL, LLP

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10 C. D. Michel
11 Attorney for Plaintiffs



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13 Dated: January 21, 2009



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15 Francisco G. Torres
16 Attorney for Defendant John Stewart Co.

17 **PURSUANT TO THE STIPULATION, IT IS SO ORDERED.**

18 Date: January , 2009

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21 Honorable Thelton E. Henderson
22 Judge of the District Court of
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